KnollTextiles Ordering Information Terms and Conditions of Sale

Fax orders to 866.565.5860. If you have questions, contact Customer Service at 866.565.5858.

Orders

Order all fabrics by name and number where indicated. When seeking critical shade match, please request a cutting with order; variations in shade may not be avoided.

Order Confirmation

The acknowledgement or seller's invoice is the final expression of the agreement between the customer and KnollTextiles and supersedes all prior oral and written statements regarding the order. The confirmation can be modified only in writing or reconfirmation signed by KnollTextiles. Minimum order quantity is one yard. For Imago™, minimum order quantity for standard product is one sheet (4 foot x 8 foot or 4 foot x 10 foot).

KnollTextiles are sold to the nearest .5 yard. Any fraction of a yard will be sold and billed at the next highest .5 yard increment.

Custom orders have special terms and conditions. Please see the Custom Program section.

Change Orders

KnollTextiles is not required to accept requested change orders. However, as a general rule, KnollTextiles will accept reasonable change orders with the following conditions:

- 1. The request for change must be submitted in writing and received in time to be implemented.
- Changes will be subject to additional charges for material, labor and administrative costs.

Cancellations

Orders may not be cancelled by customer without the written consent of KnollTextiles. Substantial cancellation/re-stocking charges are applicable. Certain products are sold on a non-cancelable basis, including Imago™ and all custom products.

Terms

Payment terms are net 30 days, provided customer completes a credit application and meets Knoll's standards for open credit terms, F.O.B., KnollTextiles Operations Center, East Greenville, PA, 18041.

Additional charges where applicable will be added for the following:

- 1. Shipping/Handling charges as per each unique "ship to" destination
- 2. Storage or insurance charges
- 3. Sales and other taxes
- 4. Local delivery, uncrating and installation

Credit

Credit may be established upon KnollTextiles' written acceptance of satisfactory references. Imago™ and all custom products require a minimum 50% deposit before Knoll purchases product. KnollTextiles may cancel or change credit terms at its discretion and may request advance payment at any time. All prepaid orders must include shipping and handling charges, and tax where applicable. If local taxes do not apply on prepaid orders, customers must complete a resale certificate, indicating their tax I.D. number. Please see KnollTextiles Credit Terms and Conditions for complete information.

Availability

All fabrics shown in this price catalog are subject to changes in availability and/or price at any time, without prior notice.

Imago

ImagoTM is not a fabric, but a hard surface material sold in 4 x 8 sheets and its sale is subject to additional terms and conditions. For more information, please refer to the ImagoTM page of this price list, the fabrication manual, or contact your KnollTextiles representative.

Shipping

All shipments are FOB origin. We will ship in accordance with customer instructions. Unless the customer specifically requests in writing partial shipments as completion occurs, KnollTextiles may await completion of entire order and ship fabric on a specified basis or may make partial shipments from time to time. All fabric shipments will be made F.O.B. KnollTextiles, East Greenville, PA, 18041. All Imago™ shipments will be made FOB Salt Lake City, UT.

KnollTextiles is not liable for any delay or failure to deliver or perform due to strikes, lockouts or other labor difficulties, failure or delay of sources of supply, transportation difficulties, accidents, fires, acts of God, or any other causes of like or unlike nature beyond KnollTextiles' control.

All KnollTextiles' shipments are made on a dock-to-dock basis, or a sidewalk delivery. Please contact your KnollTextiles regional office if you require additional services, i.e. inside delivery. This will be a separate charge and handled on a regional basis when available. The Knoll Traffic Department will determine from the ship to destination the recommended method of shipment. Unless complete instructions as to shipping method and route are stipulated by the customer, we have the option to ship by, what is in our opinion, the best possible way.

Customer Claims

All KnollTextiles products are carefully inspected prior to shipment from KnollTextiles' Operations Center. Since KnollTextiles is not responsible for damage in shipment or in storage, customers should carefully inspect all items at time of delivery and note any obvious damage on the delivery receipt. For the customer's protection, such obvious or subsequently discovered concealed damage must be reported immediately to the carrier.

Claims for damages to fabric or Imago™ will not be considered if the product has been cut by the customer or others. Confirmation of color and pattern is the responsibility of the customer and cutting of the textiles or Imago™ will be deemed acceptance of the goods.

Claims for shortages or errors, must be made in writing within 10 days after delivery. The facts on which the claim is based must be directed in writing to the KnollTextiles Operations Center or by contacting Customer Service. Failure to make such claim within the 10-day period shall constitute acceptance of the merchandise and waiver any such shortages, errors or other claims.

KnollTextiles gives no warranty, expressed or implied, as to description, quality, merchantability, fitness or any particular program, or any other matter, of any textile which KnollTextiles shall supply.

KnollTextiles will not be responsible for labor charges or claims of consequential damages.

Returns

No merchandise may be returned to KnollTextiles without KnollTextiles' consent and any returns must be in accordance with KnollTextiles' shipping instructions.

Returns will be subject to shipment and handling charges, and must be made F.O.B. to KnollTextiles' designated destination. In addition, substantial restocking and restoration charges may be applicable.

Returns of leftover wall or other fabrics not utilized on installations will not be authorized or accepted under any conditions. Sheet vinyl wallcovering and discontinued products are non-returnable.

Shades

Any product which contains natural fibers, high luster yarns or chenille yarns may exhibit greater shade variation than normal commercial range.

Pattern Repeats

Printed or woven patterned goods should be cut by design. Repeat sizes, where noted, are approximate and allowances should be made when calculating yardage requirements.

KnollTextiles Warranty

KnollTextiles warrants to the original purchaser that all textile products under normal wear and tear shall meet the specifications listed on the KnollTextiles website for a period of one (1) year (with the exception of Ultrasuede® for KnollTextiles, which has a two year warranty) with remedies as follows: should any failure to conform with this limited warranty appear on the textile product during the first year after the date of shipment, upon prompt written notice, KnollTextiles will repair or replace, at its option, the affected textile free of charge.

This warranty does not apply to:

- Acts or omissions of parties other than Knoll.
- User modification.

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- Unusual atmospheric or environmental conditions.
- Abnormal use of textile including cuts, spills, or other misuse of product.
- Goods that have been further processed by the customer or others.
- Labor Charges in any event, or claims of consequential damages.

Purchaser's remedies set forth herein are exclusive and the liability of Knoll with respect to the breach of this agreement or any contract entered into between the parties pursuant hereto shall not exceed the price of the Product or part on which such liability is based. ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. KNOLL, ITS CONTRACTOR, AUTHORIZED DEALERS AND SUBCONTRACTORS OR SUPPLIERS OF ANY TIER SHALL NOT BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM BREACH OF THIS AGREEMENT.

Custom Program

KnollTextiles possesses the resources to create and develop unique custom-made fabrics for upholstery, walls, panels, drapery and cubicle curtains.

Custom fabric is sold on a piece basis only. The customer must agree to accept a maximum overage or underage of 10% of the accepted quantity ordered. Custom fabric orders will be confirmed exclusive of the 10% potential overage or underage. Invoices will reflect actual yardages shipped.

*Custom fabrics usually have dye set or piece length restrictions. Orders can be accepted for these dye set quantities only and can vary plus or minus 10% of stated dye set. Please contact your KnollTextiles representative or our Customer Service department for dye set quantities.

Custom orders may not be cancelled.

Pricing on all custom orders is independent of any published price for standard fabric and will be quoted by request.

A minimum deposit of 50% is required at time of order. We reserve the right to charge a strike-off fee, if necessary.

Custom fabric orders will not be processed without a signed approval accompanied by a physical sample of the custom fabric. Please contact your KnollTextiles representative or Customer Service.

All strike-off lead times are based upon receipt of color direction to our customs department.

Custom minimums are based on the standard mill yarns available. If there are any deviations from the standard, other minimums apply.

Please contact your KnollTextiles representative or our Customer Service department regarding custom capabilities for these fabrics.

Note

Smaller minimums may be possible with a surcharge. Please contact your KnollTextiles representative or our Customer Service department for more information.

Note: Orders requesting special finishing are non-cancellable and non-returnable † Direct Ship Program: non-cancellable and non-returnable.

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